

REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)			THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET- ASIDE			PAGE OF PAGES 1 52	
1. REQUEST NO. AG-0355-S-12-0022		2. DATE ISSUED 07/19/2012		3. REQUISITION/PURCHASE REQUEST NO. 594886		4. CERT. FOR NAT.DEF. UNDER BDSA REG. 2 <input type="checkbox"/> AND/OR DMS REG. 1 <input type="checkbox"/>	
5a. ISSUED BY USDA – Forest Service East Side Acquisition Team Custer National Forest 1310 Main Billings, Montana 59105						6. DELIVER BY (Date)	
5b. FOR INFORMATION CALL (NO COLLECT CALLS)						7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION OTHER (See Schedule)	
NAME Brenda Pretty Paint, Acquisition Andy Wilber, Technical		TELEPHONE NUMBER AREA CODE 406 NUMBER 255-1425 AREA CODE 406 NUMBER 255-1421		9. DESTINATION		a. NAME OF CONSIGNEE	
8. TO:						b. STREET ADDRESS	
a. NAME		b. COMPANY				c. CITY	
c. STREET ADDRESS						d. STATE e. ZIP CODE	
d. CITY		e. STATE		f. ZIP CODE		d. STATE e. ZIP CODE	
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) August 2, 2012, 4:00 pm (MDT)		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in BLOCK 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.					
11. SCHEDULE (Include applicable Federal, State and local taxes)							
ITEM NO. (a)	SUPPLIES/SERVICES (b)			QUANTITY (c)	UNIT (d)	UNIT PRICE	AMOUNT (f)
	<i>FY12 Sioux Storm Damage Repair</i> Sioux Ranger District Custer National Forest per attached specifications terms and conditions Place quote on schedule of items						
12. DISCOUNT FOR PROMPT PAYMENT <input type="checkbox"/>		a. 10 CALENDAR DAYS (%)		b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)		d. CALENDAR DAYS NUMBER PERCENTAGE
NOTE: Additional provisions and representations <input checked="" type="checkbox"/> are <input type="checkbox"/> are not attached.							
13. NAME AND ADDRESS OF QUOTER				14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
a. NAME OF QUOTER DUNS NO. _____ TIN NO. _____							
b. STREET ADDRESS				16. SIGNER			
c. COUNTY				a. NAME (Type or print)		b. TELEPHONE AREA CODE	
d. CITY		e. STATE		f. ZIP CODE		c. TITLE (Type or Print)	
						NUMBER	

PART 1 – THE SCHEDULE
SECTION B - SERVICES AND PRICES

FY12 SIOUX STORM DAMAGE REPAIR
SIOUX RANGER DISTRICT
CUSTER NATIONAL FOREST

ITEM 1 - Foster Road #3045 Chiesman Reservoir

Pay Item Number	Description	Method of Measure	Pay Unit	Estimated Quantity	Unit Price	Total
1A	RipRap - Class 3	CQ	CY	22		
1B	Fabric Mat - Type 1A	LSQ	LS	All	xxxxxx	
1C	12" Dia. Log	AQ	Each	2		
1D	Mobilization	LSQ	LS	All	xxxxxx	

SUB-TOTAL: _____

ITEM 2 – Plum Creek Road #3118

Pay Item Number	Description	Method of Measure	Pay Unit	Estimated Quantity	Unit Price	Total
2A	Furnish 18" Dia. Culvert	AQ	LF	24		
2B	Excavator – Equipment Rental	AQ	HRS	10		
2C	Mobilization	LSQ	LS	All	xxxxxx	

SUB-TOTAL: _____

ITEM 3 – Speelman Road #3818

Pay Item Number	Description	Method of Measure	Pay Unit	Estimated Quantity	Unit Price	Total
3A	Excavator – Equipment Rental	AQ	HRS	16		
3B	Culvert Cleaning	LSQ	LS	All	xxxxxx	
3C	Furnish 18" Dia. Culvert	AQ	LF	32		
3D	Mobilization	LSQ	LS	All	xxxxxx	

LS - Lump Sum Quantity; CQ - Contract Quantity

SUB-TOTAL: _____

GRAND TOTAL:\$_____

BIDDER'S PRINTED NAME DATE

BIDDER'S SIGNATURE DATE

BASIS OF AWARD: One contract will be awarded to the responsive and responsible bidder offering the best value to the Government. The Bidder must bid on all items. Only unit prices to the nearest \$0.01 will be accepted. Where extended unit prices do not agree with totals or subtotals shown by the Bidder, the unit price governs except as provided under Federal Acquisition Regulations (FAR) 14.406, Mistakes in Bids

PART I - THE SCHEDULE

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

PROJECT DESCRIPTION AND LOCATION

Intent of Contract - The intent of the contract is to provide for the construction and completion of the work described. The precise details of performing the work are not stipulated except as considered essential for the successful completion of the work. Furnish all labor, material, equipment, tools, transportation, and supplies necessary to complete the work according to the contract.

Description of Work - This project includes the following work:

Item 1 - Foster Road No. 3045

Work under this item consists repairing a fill slope on Foster Road No. 3045 (aka the Chiesman Reservoir emergency spillway). The work includes furnishing and placing approximately 800 square feet of new fabric; furnishing and placing approximately 22 CY of new riprap; and furnishing and installing two (2) 12-inch diameter stabilization logs.

All riprap imported to the site shall be tested by the Contractor and shall be non-detect for Erionite by the Polar Light Microscopy (PLM) method. The Contractor shall submit test results showing pit location, name, and lab test results before any rip rap is imported to the site.

The stabilization logs, one 12' in length and one 16' in length, shall be placed parallel to the roadway. The 12' long log shall be placed at the toe of the fill. The 16' log shall be placed halfway up the fill slope.

Item 2 - Plum Creek Road No. 3118

Work under this item consists of furnishing and installing an 18" diameter x 24' long x 16 gauge corrugated steel pipe (CSP) as staked in the field and roadway slope rehabilitation.

Item 3 - Speelman Road No. 3818

Work under this item consists of furnishing and installing an 18" diameter x 32' long x 16 gauge CSP as staked in the field at one location and cleaning a plugged culvert and roadway slope rehabilitation at a second location. Slope rehabilitation shall be completed by equipment rental (excavator with operator).

Project Location - The project is located within the Long Pines Land Unit on the Sioux Ranger District, Custer National Forest, in Carter County, Montana.

Price Range - Less than \$25,000

Pre-bid Tour - No pre-bid tour of the project will be conducted.

Prospective bidders wishing to visit the sites on their own may obtain direction information by contacting Andy Wilber at the Forest Supervisor's Office, Custer National Forest, Billings, Montana, telephone (406) 255-1420, or the Sioux District Office at (605) 797-4432.

Start Work - It is estimated that work will begin by August 13, 2012.

Period of Performance - Work is to be completed within 60 calendar days.

Government Furnished Materials - NA

Reconstruct riprap on fill slope

- (a) Fabric matt, stabilization logs, and riprap shall be placed on fill slope as Shown on the Drawings and as staked on the ground.
- (b) Ensure fabric matt is installed under logs and riprap.
- (c) The stabilization logs, one 12' in length and one 16' in length, shall be placed parallel to the roadway. The 12' long log shall be placed at the toe of the fill. The 16' log shall be placed halfway up the fill slope. Existing riprap may need to be relocated in order to place the stabilization logs. The logs shall be predrilled with 7/8" diameter holes starting at 12" from each end. Spacing of holes shall not exceed 36" on center. Furnish and install 6' lengths of #6 rebar in each predrilled hole to secure logs in place. Rebar shall be driven until flush with the top of the log. See attached plans.

Hourly Equipment Rental – Track Mounted Hydraulic Excavator w/ Operator

- (a) Minimum Horsepower of 130
- (b) Minimum weight of 40,000 pounds

STANDARD SPECIFICATIONS

This project makes use of STANDARD SPECIFICATIONS FOR CONSTRUCTION OF ROADS AND BRIDGES ON FEDERAL PROJECTS (FP-03) U.S. Customary Units. FP-03 is included by reference only and can be found on the internet at the following website:

<http://www.wfl.fha.dot.gov/design/specs/fp03.htm>.

FOREST SERVICE SUPPLEMENTAL SPECIFICATIONS

The following Forest Service Supplemental Specifications (FSSS) are a part of this solicitation and any resulting contract and are made a separate attachment:

Section	Description
	Table of Contents
	Preface
101	Terms, Format, Definitions
102	Bid, Award, and Execution of Contract
103	Scope of Work
104	Control of Work
105	Control of Material
106	Acceptance of Work
107	Legal Relations and Responsibility to the Public
108	Prosecution and Progress
109	Measurement and Payment
151	Mobilization
155	Schedules for Construction Contracts
156	Public Traffic

Additional specifications referenced by any of the above listed specifications are also applicable to this solicitation and any resulting contract.

CLEANUP AND DISPOSAL

Cleanup and Disposal – The Contractor shall be responsible for solid waste disposal. The Contractor shall at all times keep the area in a clean, neat, and orderly condition. Construction related debris, including but not limited to used motor oil, oil cans, grease cartridges and refuse shall be removed promptly from the site and disposed of in a lawful manner off National Forest System lands. Fees for the use of landfills or transfer stations shall be paid for by the Contractor if there is a charge.

SECURITY AND PROTECTION

Security and Protection – Security is the responsibility of the Contractor. The Contractor shall be responsible for protecting all equipment and supplies for use on the project and stored on the site. The Contractor shall be responsible for all costs required to provide such protection.

Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erection of structurally adequate barriers. Signing shall meet MUTCD Standards and advise the public of the work being done.

Existing Utilities: The Contractor is responsible for location of all utilities prior to ground disturbance. Damaged utilities shall be repaired at the Contractors expense.

Contact Montana One Call prior to any ground disturbance.

SECTION D - Packaging and Marking

No clauses included.

PART I - THE SCHEDULE

SECTION E - INSPECTION AND ACCEPTANCE

FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): Federal Acquisition Regulations - <https://www.acquisition.gov/far> and the Agriculture Acquisition Regulations – www.usda.gov/procurement/policy/agar.html

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

- 52.246-1 Contractor Inspection Requirements (APR 1984)
- 52.246-12 Inspection of Construction (AUG 1996)

SECTION F - DELIVERIES OR PERFORMANCE

- 52.242-14 Suspension of Work (APR 1984)

FAR 52.211-10 Commencement, Prosecution, and Completion of Work (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **10-calendar days** after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **October 12, 2012**.

SECTION G - Contract Administration Data

No clauses included.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

AGAR 452.236-72 Use of Premises (NOV 1996)

The Contractor shall comply with the regulations governing the operation of premises which are occupied and shall perform the contract in such a manner as not to interrupt or interfere with the conduct of Government business.

AGAR 452.236-77 Emergency Response (NOV 1996)

(a) Contractor's Responsibility for Fire Fighting.

(1) The Contractor, under the provisions of FAR clause 52.236-9, Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements, shall immediately extinguish all fires on the work site other than those fires in use as a part of the work.

(2) The Contractor may be held liable for all damages and for all costs incurred by the Government for labor, subsistence, equipment, supplies, and transportation deemed necessary to control or suppress a fire set or caused by the Contractor or the Contractor's agents or employees.

(b) Contractor's Responsibility for Notification in Case of Fire. The Contractor shall immediately notify the Government of any fires sighted on or in the vicinity of the work site.

(c) Contractor's Responsibility for Responding to Emergencies. When directed by the Contracting Officer, the Contractor shall allow the Government to temporarily use employees and equipment from the work site for emergency work (anticipated to be restricted to fire fighting). An equitable adjustment for the temporary use of employees and equipment will be made under the Changes Clause, FAR 52.243-4.

Fire Control

(a) Contractor's Responsibility for Contractor-Caused Fires. The Contractor, whether or not directed by the Forest Service, shall immediately extinguish, without expense to the Government, all fires on or in the vicinity of the project which are caused by Contractor's employees, whether set directly or indirectly as a result of Contractor operations. The Contractor may be held liable for all damages and costs of additional labor, subsistence, equipment, supplies, and transportation resulting from fires set or caused by the Contractor's employees or resulting from contract operations.

(b) Other Fires. For the purpose of fighting forest fires on or in the vicinity of the project which are not caused by the Contractor or the Contractor's employees, the Contractor when requested by the Contracting Officer shall place the employees and equipment temporarily at the disposal of the Forest Service. Payment for such services will be made by the Government at not less than the current rate for fire-fighting services established by the Forest Service in the area concerned.

Any employees and equipment furnished will be relieved from fire fighting as soon as the Forest Service finds that it is practicable to employ other labor and equipment adequate for the protection of the area. An equitable adjustment in contract time may be made for this period.

(c) Fire Protection Requirements - Fire Plan. At all times during closed fire season period, as specified by State law, the Contractor shall comply with each of the following provisions to the extent applicable to the Contractor's operation under the contract.

(1) *Fire Tools.* The Contractor will provide for each employee in the contract area at least one approved handtool of a type appropriate in the contract area, such as shovel, pulaski, or ax. Tools required and furnished under (2) and (4) below, shall count toward fulfillment of the above requirement. Where additional tools, beyond those required under (2) and (4) below, are to be provided, the Contractor shall seal such tools in one or more boxes painted red and marked "Tools for Fire Only." All tools required

herein shall be kept sharp and in good serviceable condition and maintained at locations to be designated by the Forest Service.

(2) *Fire Extinguishers and Tools on Mobile or Stationary Equipment.* Each unit of powered equipment used in connection with this contract, including automobiles, trucks, tractors, etc., shall be equipped with serviceable tools and fire extinguishers as follows:

One - fire extinguisher, dry chemical type of not less than 2-1/2 pound capacity with 4 BC or higher rating.

One - shovel, round point #0 lady or equal.

One - ax, 2 pounds or over, 26-inch minimum length, or one pulaski.

One - water container (at least 1-gallon capacity), not required with stationary equipment.

(3) *Spark Arresters.* Each internal combustion engine shall be provided with a spark arrester or spark arresting device approved by the Forest Service. Exceptions where the Forest Service may approve mufflers, or other equipment in lieu of spark arresters qualified and rated under Forest Service Standard 5100-1a are: (a) small multiposition engines, such as chain saws, shall meet Society of Automotive Engineers J335b standards; (b) passenger-carrying vehicles and light trucks may have baffle-type mufflers with tail pipe; (c) heavy-duty trucks may have a vertical stack exhaust system and muffler, provided the exhaust stack extends above the cab of the vehicle. An exhaust-driven turbocharger is considered to be a satisfactory spark arrester. Internal combustion engine exhaust systems, arresters, and other devices must be properly installed and maintained.

(4) *Powersaws.* For each powersaw used in connection with this contract, the following will be provided:

One - shovel, round point #0 lady or equal. Shovel must be immediately available for use.

One - Fire extinguisher, containing not less than 8 ounces of extinguisher fluid, or a dry chemical powder-type of not less than 1-pound capacity. The extinguisher must be immediately accessible to the saw operator at all times.

Any fueling or refueling of a powersaw shall only be done in an area which has first been cleared or is free of all material capable of carrying fire; powersaw shall be moved at least 10 feet from place of fueling before starting.

(5) *Blasting.* Fuse or prima cord shall not be used unless authorized in writing by the COR with special precautions stated.

(6) *Smoking.* Smoking shall not be permitted within the contract area except on surfaced or dirt roads, at landings, within closed vehicles, in camps, or at other posted places, and shall never be allowed while working or traveling on foot.

(7) *Storage of Petroleum and Other Highly Flammable Products.* Gasoline, oil, grease, or other highly flammable material will be stored either in a separate building used exclusively for such storage, or at a site where all combustible debris and vegetation is cleared away within a radius of 25 feet. Fire extinguishers and/or sand barrels may be required at such locations specified by the Forest Service when unusually hazardous conditions exist.

(8) *Debris Burning and Warming Fires.* Burning permits will be required for all debris burning fires. Lunch and warming fires may be allowed in fireproofed areas during periods of low fire danger if and as specified in the fire plan. Such fires must not be left burning unattended.

(9) *Precautions for Stoves.* Stovepipes on all temporary buildings, trailers, and tents using wood burning stoves, will be equipped with roof jacks and serviceable spark arresters of mesh with openings no larger than 5/8 inch.

All stovepipes, inside and out, will not be closer than 2 feet from any wood or other flammable material or 1 foot if the combustible material is protected by a metal or asbestos shield.

(10) *Welding.* Welding or use of cutting torches will be permitted only in areas that have been cleared or are free of all material capable of carrying fire. Flammable debris and vegetation must be removed from within a minimum of 10 feet radius of all welding and cutting torch operations. A shovel

and a 5-gallon standard backpack water container (filled) with handpump attached, shall be immediately available for use in the event of a fire start.

(11) *Fire Plan.* Prior to initiating work on the contract area, during the closed fire season period, a fire prevention and suppression plan will usually be prepared. The Contractor and the Forest Service will jointly prepare this plan. Such plan shall include a detailed list of men and equipment at the Contractor's disposal for implementing the plan. The fire plan shall also specify additional measures and/or special requirements, such as Hoot Owl restrictions, necessary during periods of critical fire weather conditions. When Hoot Owl restrictions are invoked, the Forest Service may curtail or shut down all or portions of a Contractor's operations. The following requirements may be imposed:

- (i) All high fire risk operations could be terminated at 1300 local time.
- (ii) All burning could be stopped, including debris burning fires.
- (iii) Patrolman may be required for a period of 2 hours after high fire risk operations and 1 hour after end of work shift. The Contractor shall provide the patrolman unless the contract is for equipment rental, in which case the Government will provide the patrolman.

(12) *Pump and Trailer.* The Contractor shall provide at a location satisfactory to the Contracting Officer, a serviceable truck or trailer, equipped with a fire fighting tanker unit to be kept ready for instant use for suppressing forest fires. The unit shall consist of a tank of not less than 100-gallon capacity upon which shall be mounted a live hose reel or live hose basket with 250 feet of at least ¾-inch I.D. heavy-duty rubber hose; a portable or power takeoff pump with discharge capacity of at least 10 gallons per minute at 150 P.S.I. pressure. Gear type pumps shall be provided with a bypass or pressure relief valve so that the hose nozzle may be shut while the pump is operating. Each tanker unit shall have a hose nozzle of the shut-off type, adjustable for straight stream, spray or fog, at least 12 feet of 1-inch suction hose with an intake screen, and additional 250 feet of ¾-inch heavy-duty rubber hose or 1-inch cotton jacket rubber-lined or linen hose to be carried on the unit for use as needed. Tools, adapters, accessories and fuel necessary to operate the pump and truck or trailer shall be provided. If a trailer is used, a serviceable vehicle with proper trailer tow hitch shall be located at a point satisfactory to the Contracting Officer. Where water is available, a supply sufficient for rapidly filling the water tank shall be provided at one or more accessible points along or adjacent to the main truck roads.

(13) *Burning.* Before starting any open burning, the Contractor shall comply with the following:

- (i) Submit a burning plan, subject to approval by the Contracting Officer, designed to minimize the impact on air quality and to lessen any fire damage.
- (ii) Obtain a burning permit from the District Ranger.
- (iii) Use weather forecasts as far as possible in scheduling burning for more favorable dispersal of smoke.
- (iv) Fuel shall be reasonably free of dirt and piled to facilitate rapid and complete combustion. Piles shall be tended during burning operations to maintain combustion and to eliminate unnecessary smudges. Piles shall be patrolled during off-work hours to avoid wildfires.
- (v) Unless fire season controls dictate otherwise, burning shall be scheduled, as far as practicable, for the most favorable conditions during the burning period.
- (vi) Under certain atmospheric conditions, smoke accumulations may become excessive and in these cases, the Regional Forester may, at his/her discretion, prohibit all open burning for definite periods within specific areas of the National Forest.

Barricades, Warning Signs, and Other Devices

The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs, and other traffic control devices, and shall take all necessary precautions for the protection of the work and safety of the public. Roads closed to traffic shall be protected by effective barricades, and obstructions shall be illuminated during the hours of darkness. Suitable warning signs shall be provided to properly control and direct traffic.

The Contractor shall erect warning signs in advance to any place on the project where operations may interfere with the use of the road or trail by traffic and at all intermediate points where the new work crosses or coincides with an existing road or trail. All road barricades, warning signs, lights, temporary signals, flagmen and pilot car operators and equipment, and other protective devices, except for special devices, shall conform with Part VI of the Manual on Uniform Traffic Control Devices for Streets and Highways, published by the Federal Highway Administration and applicable safety codes.

Necessary warning signs and guards shall be posted during blasting operations to safeguard the public.

Weed-Free Equipment

In order to prevent the potential spread of noxious weeds into the project area, the Contractor shall be required to furnish the Contracting Officer with proof of weed-free equipment.

The following is considered proof of weed-free equipment:

The Contractor will be required to clean all construction equipment (equipment that operates off existing roads) prior to entry on the project area. This cleaning shall remove all dirt and plant parts and material that may carry noxious weed seeds into the project area. Only construction equipment inspected by the Contracting Officer will be allowed to operate within the project area. All subsequent move-ins of construction equipment shall be treated the same as the initial move-in.

Prior to initial move-in of all construction equipment, and all subsequent move-ins, the Contractor shall make equipment available for inspection at an agreed location.

Landscape Preservation

(a) The Contractor shall confine operations to within the clearing limits or other areas designated in contract documents, and prevent the depositing of rocks, excavated materials, stumps, or other debris outside of these limits. Material, which falls outside of these limits, shall be retrieved, disposed of, or incorporated in the work as directed by the Contracting Officer.

(b) Operation shall be scheduled and conducted to minimize erosion of soils and to prevent silting and muddying of streams, rivers, irrigation systems, and impoundments (lakes, reservoirs, etc.).

Pollutants such as fuels, lubricants, bitumens, raw sewage, and other harmful materials shall not be discharged into or near rivers, streams, and impoundments or into natural or manmade channels leading thereto. Wash water or waste water from concrete or aggregate operations shall not be allowed to enter live streams prior to treatment by filtration, settling, or other means sufficient to reduce the sediment content to not more than that of the stream into which it is discharged.

Mechanized equipment shall not be operated in live streams without written approval by the Contracting Officer.

Pework Conference

Prior to commencement of work, the Contracting Officer will arrange a meeting with the Contractor to discuss the contract terms and work performance requirements. Also at this meeting such things as work progress schedule and fire prevention and suppression plans shall be developed and established in writing.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.219-6	Notice of Total Small Business Set-Aside (JUNE 2003)
52.222-3	Convict Labor (JUNE 2003)
52.222-6	Davis-Bacon Act (JULY 2005)
52.222-7	Withholding of Funds (FEB 1988)
52.222-8	Payrolls and Basic Records (JUNE 2010)
52.222-9	Apprentices and Trainees (JULY 2005)
52.222-10	Compliance with Copeland Act Requirements (FEB 1988)
52.222-11	Subcontracts (Labor Standards) (JULY 2005)
52.222-12	Contract Termination--Debarment (FEB 1988)
52.222-13	Compliance with Davis-Bacon and Related Act Regulations (FEB 1988)
52.222-14	Disputes Concerning Labor Standards (FEB 1988)
52.222-15	Certification of Eligibility (FEB 1988)
52.222-21	Prohibition of Segregated Facilities (FEB 1999)
52.222-26	Equal Opportunity (MAR 2007)
52.222-27	Affirmative Action Compliance Requirements for Construction (FEB 1999)
52.222-36	Affirmative Action for Workers with Disabilities (OCT 2010)
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts (DEC 2007)
52.223-6	Drug-Free Workplace (MAY 2001)
52.223-18	Contractor Policy to Ban Text Messaging While Driving (SEP 2010)
52.225-13	Restrictions on Certain Foreign Purchases (JUNE 2008)
52.227-4	Patent Indemnity--Construction Contracts (APR 1984)
52.232-5	Payments Under Fixed-Price Construction Contracts (SEPT 2002)
52.232-23	Assignment of Claims (JAN 1986)
52.232-27	Prompt Payment for Construction Contracts (OCT 2008)
52.232-33	Payment by Electronic Funds Transfer—Central Contractor Registration (OCT 2003)
52.233-1	Disputes (JULY 2002) Alternate I (DEC 1991)
52.233-3	Protest After Award (AUG 1996)
52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)
52.236-2	Differing Site Conditions (APR 1984)
52.236-3	Site Investigation and Conditions Affecting the Work (APR 1984)
52.236-5	Material and Workmanship (APR 1984)
52.236-6	Superintendence by the Contractor (APR 1984)
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984)
52.236-10	Operations and Storage Areas (APR 1984)
52.236-11	Use and Possession Prior to Completion (APR 1984)
52.236-12	Cleaning Up (APR 1984)
52.236-13	Accident Prevention (NOV 1991)
52.236-21	Specifications and Drawings for Construction (FEB 1997)
52.243-5	Changes and Changed Conditions (APR 1984)
52.244-6	Subcontracts for Commercial Items (DEC 2010)
52.246-21	Warranty of Construction (MAR 1994)

- 52.249-1 Termination for Convenience of the Government (Fixed-Price) (Short Form) (APR 1984)
- 52.249-10 Default (Fixed-Price Construction) (APR 1984)
- 52.253-1 Computer Generated Forms (JAN 1991)

AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES

- 452.236-73 Archeological or Historic Sites (FEB 1988)
- 452.236-74 Control of Erosion, Sedimentation and Pollution (NOV 1996)

52.204-7 Central Contractor Registration (FEB 2012)

As prescribed in [4.1105](#), use the following clause:

(a) Definitions. As used in this clause—

“Central Contractor Registration (CCR) database” means the primary Government repository for Contractor information required for the conduct of business with the Government.

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at [Subpart 32.11](#)) for the same concern.

“Registered in the CCR database” means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record “Active”. The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).

- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in [Subpart 42.12](#), the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of [Subpart 42.12](#) of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR [Subpart 32.8](#), Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423, or 269-961-5757.

52.219-28 Post-Award Small Business Program Rerepresentation (APR 2012)

As prescribed in [19.309](#)(d), insert the following clause:

(a) *Definitions.* As used in this clause—

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at [52.217-8](#), Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is “not dominant in its field of operation” when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts—

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor’s current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ☐ is, ☐ is not a small business concern under NAICS Code _____ assigned to contract number _____.

FAR 52.225-9 Buy American Act--Construction Materials (SEP 2010)

(a) *Definitions.* As used in this clause--

"Commercially available off-the-shelf (COTS) item"—

(1) Means any item of supply (including construction material) that is--

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

"Component" means any article, material, or supply incorporated directly into construction materials.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means--

(3) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(4) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

"Domestic construction material" means--

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States, if—

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

"Foreign construction material" means a construction material other than a domestic construction material.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) *Domestic preference.*

(1) This clause implements the Buy American Act (41 U.S.C. 10a - 10d) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows: **NONE**

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) *Request for determination of inapplicability of the Buy American Act.*

(1) (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison			
<u>Construction Material Description</u>	<u>Unit of Measure</u>	<u>Quantity</u>	<u>Price (Dollars)*</u>
<i>Item 1:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

Item 2:	_____	_____	_____	
Foreign construction material	_____	_____	_____	
Domestic construction material	_____	_____	_____	

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]
[Include other applicable supporting information.]
[* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]

AGAR 452.209-71 Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants (FEB 2012) Alternate I

(b) This award is subject to the provisions contained in the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E. Sections 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. According, by accepting this award the contractor acknowledges that it –

(1) does not have tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and

(2) has not been convicted (or had an officer or agent acting on its behalf convicted) of an federal criminal violation under any Federal law within 24 month preceding the award, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment of the awardee, or such officer or agent, based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interest of the Government.

(c) If the awardee fails to comply with these provisions, the Forest Service may terminate this contract for default and may recover any funds that awardee has received in violation of sections 433 and 434.

SIGNATURE OF OFFEROR/CONTRACTOR

DATE

NAME AND TITLE OF SIGNER

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

PROJECT MAP – 5 pages

The following Project Drawings/Maps are applicable to this contract and are included.

1. Cover Sheet
2. Vicinity Map
3. Culvert Detail
4. Log Stabilization Detail
5. Photo Chiesman Reservoir

FSSS – Forest Service Supplemental Specifications – 19 pages

Experience Questionnaire – 2 pages

Wage Determination – 2 pages

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

52.204-8 Annual Representations and Certifications (MAY 2012)

As prescribed in [4.1202](#), insert the following provision:

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **237310 – Highway, Street and Bridge Construction.**

(2) The small business size standard is **\$33.5 Million**

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at [52.204-7](#), Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at [52.204-7](#) is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in [Part 13](#);

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the clause at [52.204-7](#), Central Contractor Registration.

(iv) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) [52.214-14](#), Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) [52.219-1](#), Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.

(xii) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.

(xiii) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xvi) [52.225-2](#), Buy American Act Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).

(xvii) [52.225-4](#), Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at [52.225-3](#).

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).

(xix) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xx) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxi) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

___ (i) [52.219-22](#), Small Disadvantaged Business Status.

___ (A) Basic.

___ (B) Alternate I.

___ (ii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iii) [52.222-48](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

___ (iv) [52.222-52](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services–Certification.

___ (v) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

___ (vi) [52.227-6](#), Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (vii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website accessed through

<https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE
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_____	_____	_____	_____
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

FEDERAL ACQUISITION REGULATIONS (48 CFR CHAPTER 1)

FAR 52.215-5 Facsimile Proposals (OCT 1997)

- (a) *Definition.* "Facsimile proposal," as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.
- (b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.
- (c) The telephone number of receiving facsimile equipment is: **(406) 255-1498**
- (d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document-
- (1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;
 - (2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and
 - (3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.
- (e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

FAR 52.222-5 Davis-Bacon Act—Secondary Site of the Work (JULY 2005)

- (a) (1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Davis-Bacon Act, of this solicitation.
- (2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.
- (b) (1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.
- (2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

FAR 52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (FEB 1999)

- (a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.
- (b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:
- | Goals for minority participation for each trade | Goals for female participation for each trade |
|---|---|
| 3.3% | 6.9% |

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the *Federal Register* in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative actions obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U. S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the--

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **Carter County, Montana.**

FAR 52.225-10 Notice of Buy American Act Requirement--Construction Materials (FEB 2009)

(a) *Definitions.* "Commercially available off-the-shelf (COTS) item," "construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act--Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) *Evaluation of offers.*

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.
(d) *Alternate offers.*

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations.

FAR 52.237-1 Site Visit (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

FAR 52.252-5 Authorized Deviations in Provisions (APR 1984)

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
- (b) The use in this solicitation of any Agriculture Acquisition Regulation (48 CFR Chapter 4) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION M – EVALUATION FACTORS FOR AWARD

AWARD DETERMINATION

The government will award one fixed-price contract resulting from this solicitation to the responsible quoter whose quote conformed to the solicitation will be most advantageous to the Government, price and other factors considered.

EVALUATION FACTORS

The following factors shall be used to evaluate offers:

1. Experience Questionnaire and Records of Past Performance